

Interconnection Agreement Application**Applicant #1**Company Name Qwest Corporation dba CenturyLink QCCurrent Authority ILECApplication No. C-Contact Person Director - Wholesale ContractsAddress 930 15th Street, 6th FloorCity, State, Zip Denver, CO 80202Phone 303-672-2879

E-Mail

intagree@qwest.com**Applicant #2**Company Name Cox Nebraska Telcom, L.L.C.Current Authority CLECApplication No. C-Contact Person Beth CarnesAddress 1400 Lake Hearn Dr.City, State, Zip Atlanta, GA 30319Phone 404-847-6240

E-Mail

beth.carnes@cox.comType of Filing: ☐ SGAT ☒ Negotiated

252(i): Provide docket number of the agreement you are adopting:

C-

Amendment: Provide docket number of the original agreement:

C- 3796**Copies of Interconnection Agreement:**☒ Have you included an original (signed by both parties) of the agreement/amendment and one copy?☒ Have you included an electronic copy of the agreement/amendment?☒ Have you included the \$200.00 filing fee?

**Second Subloop Access at MDUs Extension Amendment
to the Interconnection Agreement between
Qwest Corporation d/b/a CenturyLink QC
and
Cox Nebraska Telcom, L.L.C.
for the State of Nebraska**

This is a Second Amendment ("Second Amendment") to the Interconnection Agreement between Qwest Corporation d/b/a CenturyLink QC ("Qwest"), a Colorado corporation, and Cox Nebraska Telcom, L.L.C. ("CLEC"), a Delaware limited liability company. Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Nebraska, that was approved by the Commission on January 29, 2008 ("Agreement"); and

WHEREAS, the Parties agreed to amend the Agreement and entered into a Subloop access at MDUs Amendment ("First Amendment") executed by the Parties on April 27, 2011;

WHEREAS, the Parties agree to further amend the Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Second Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms and conditions to Section 9.3 of the Agreement, as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference. The Parties agree the terms in this document are for the limited purposes of this Amendment. CLEC and Qwest reserve their rights to assert different language and/or term(s) in other contexts.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the

Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Second Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Cox Nebraska Telcom, L.L.C.

DocuSigned by:
Joiava Philpott
DE450EB502144A3
Signature

Joiava Philpott
Name Printed/Typed

VP – Regulatory Affairs
Title

10/17/2016
Date

Qwest Corporation

DocuSigned by:
Diane Roth
766DEE8A149A455
Signature

Diane Roth
Name Printed/Typed

Director – Wholesale
Title

10/18/2016
Date

ATTACHMENT 1

9.3 Subloop Unbundling

The Parties agree that upon a single payment by CLEC of \$4,500, no later than November 24, 2016, the existing terms related to Subloop access at MDUs, including the terms set forth in Section 9.3 and Section 9.5 of the Agreement and the same sections in the Interconnection Agreement between Qwest Corporation and Cox Nebraska Telcom, L.L.C., will be extended until November 24, 2020. In the event that CLEC does not make such payment by November 24, 2016, the Parties agree that the terms and conditions prior to the Arbitration Settlement approved on November 24, 2007, for Subloop access at MDUs, apply.